

## **REMARKS**

In response to the Office Action mailed March 15, 2010, (hereinafter "Office Action"), Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

### **I. Status and Disposition of the Claims**

Claims 1-11, 13, 15-33, 35, and 37-48, of which claims 1, 23, and 45 are independent, are pending and under examination. The Office Action<sup>1</sup> took the following actions:

- 1) Rejected claims 11 and 33 under 35 U.S.C. § 112, second paragraph, as being indefinite;
- 2) Rejected claims 1-3, 6, 8, 10, 11, 13, 15, 18, 20, 22, 23-25, 28, 30, 32, 33, 35, 37, 40, 42, and 44-47 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Publication No. 2003/0206717 (hereinafter "Yogeshwar") in view of U.S. Publication No. 2004/0032860 (hereinafter "Mundra");
- 3) Rejected claims 4, 5, 16, 17, 26, 27, 38, and 39 under 35 U.S.C. § 103(a) as being unpatentable over Yogeshwar in view of Mundra and U.S. Patent No. 6,615,212 (hereinafter "Dutta");
- 4) Rejected claims 7, 21, 29, and 41 under 35 U.S.C. § 103(a) as being unpatentable over Yogeshwar in view of Mundra and of U.S. Publication No. 2003/0014617 (hereinafter "Tamboli"); and
- 5) Rejected claims 9, 21, 31, 43, and 48 under 35 U.S.C. 103(a) as being unpatentable over Yogeshwar in view of Mundra and U.S. Patent No. 6,826,597 (hereinafter "Lonroth").

### **II. Amendments to the Claims**

Applicant amends claims 1-3, 11, 15, 23-25, 33, 35, 37, 45, and 46. The Amendments are supported by Applicant's specification at, for example, paragraphs [033], [042], and [048]. No new matter has been introduced by these amendments.

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<sup>1</sup> The Office Action contains a number of statements reflecting characterizations of the cited art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

### III. Response to Rejections

#### **A. Claim Rejections under 35 U.S.C. § 112**

The Office Action, on page 2, rejected claims 11 and 33 under 35 U.S.C. § 112, second paragraph, as being indefinite. Specifically, the Office Action stated:

With respect to claims 11 and 33, the limitation "upon change of data format, the server requests the data object definition message from the client and the client transmits the data object definition message upon request to the server" is being recited. In the preceding independent claims 1 and 23, the data object definition has already been provided to the server by the client in order to translate the data into a data format requested by the client. Since the data object definition information was previously sent to the server from the client, it is unclear why the server is asking for the data object definition message again in which fails to particularly point out and distinctly claim the subject matter and renders the claim indefinite. For examination purposes, the claim will be read as the server checking to see if the client has any changes in the change of data format. Appropriate correction is required.

Office Action at page 2. Without conceding the propriety of the rejection, Applicant amends claims 11 and 33 to more clearly recite that, upon automatically detecting the change, the server requests the data object definition message from the specific client. Applicant contends that amended claims 11 and 33 are proper under 35 U.S.C. § 112, second paragraph, and requests withdrawal of the rejection.

#### **B. Claim rejections under 35 U.S.C. § 103(a)**

Applicant requests reconsideration and withdrawal of the rejection of pending claims under 35 U.S.C. § 103(a), because the Office Action has not established a *prima facie* case of obviousness.

The Office Action has not properly resolved the *Graham* factual inquiries, the proper resolution of which is the requirement for establishing a framework for an objective obviousness analysis. See M.P.E.P. § 2141(II), citing to *Graham v. John*

*Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), as reiterated by the U.S. Supreme Court in *KSR International Co. v. Teleflex Inc.*, 550 U.S. 398, 82 USPQ2d 1385 (2007). Here, as detailed below, a *prima facie* case of obviousness has not been established, because the scope and content of the prior art has not been properly determined, nor have the differences between the claimed invention and the prior art been properly ascertained.

### **Independent Claims 1, 23, and 45**

The Office Action, on page 3, rejected independent claims 1, 23, and 45 under 35 U.S.C. § 103(a) as being unpatentable over Yogeshwar in view of Mundra. Applicant respectfully traverses the rejection because Yogeshwar and Mundra, whether considered alone or in combination, do not teach or suggest a computer-implemented method, performed by a server, for automatically configuring a plurality of translation codes, each of the plurality of translation codes being associated with one of the plurality of clients, the method comprising:

associating a first translation code with a specific client of the plurality of clients, the first translation code for data translation to a first data format required by the specific client; ....

automatically detecting a change during an exchange of information with the specific client, the change indicating that the specific client requires a second data format different from the first data format;

receiving information related to the second data format from the specific client in a data object definition message ; and

automatically generating a second translation code for data translation to the second data format and replacing the first translation code with the second translation code to be associated with the specific client.

as recited in claim 1. Examples of the above underlined features are described in Applicant's specification<sup>2</sup> at paragraphs [033], [042], and [048], and in the detailed descriptions of Figs. 2 and 3.

In its rejection of claim 1 on pages 3-4, the Office Action asserted that, of all elements of claim 1, Yogeshwar only "does not clearly disclose detecting a change in the data format requested by the client during an exchange of data associated with the server between the server and the client," and to supply this missing element, the Office Action relied on Mundra. Applicant, however, contends that Yogeshwar is missing more than the Office Action admitted, and that Mundra does not supply the missing elements. In particular, Yogeshwar does not disclose a plurality of translations codes, each associated with one of a plurality of clients, and do not disclose associating a first translation code with a specific client for data translation to a first data format, automatically detecting a change indicating that the specific client requires a second data format, automatically generating a second translation code for translation to the second data format, and replacing the first translation code with the second translation code to be associated with the specific client, in the manner recited in claim 1.

Yogeshwar is directed to archival storage, indexing, and retrieving audio/video (A/V) information. See Yogeshwar at Abstract. In its above rejection of claim 1, the Office Action cited paragraphs [0113], [0117], and [0118] of Yogeshwar, which are directed to formatting and indexing the A/V information during encoding and storing that

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<sup>2</sup> References to Applicant's specification are exemplary in nature and in no way intended to limit the scope of the claims.

information, and are not related to translating data stored in a server to a format required by a client in the manner recited by claim 1. The Office Action also cited paragraph [0145] of Yogeshwar, which describes a transcoder for converting the format of retrieved A/V information to a format requested by an end-user. The transcoder, however, does not associate a plurality of translation codes with a plurality of clients, and does not detect a change in the data format required by a specific client and accordingly generate and associate a new translation code for the specific client.

Instead, in Yogeshwar, one transcoder, and not a plurality of translation codes, is utilized, and, to transcode the A/V information into a format related to a user's needs, the transcoder uses a database of pre-specified formats. See Id. at [0091], [0145], and [0147]. The needs of the user are, for example, related to the quality level requested by the user. Id. at [0113]. Also, the transcoder uses "a learning algorithm ... so it can adapt over time to the needs of the user and applications." Id. at [0145]. Regarding the learning algorithm, Yogeshwar describes that "[i]n some embodiments the control module uses a database of pre-specified formats and parameters to determine the IAF encoding format while in other embodiments it learns from user input, e.g., encoding format and parameter selections, and subsequently builds and refines such a database." Id. at [0091] (emphases added). Therefore, adaptation and learning in Yogeshwar amount to building a database which associates formats and parameters to a user's requested quality levels, and to refining that database when a user selects a format or a parameter to achieve a quality level. Contrary to the apparent assertion by the Office Action, adaptation and learning in Yogeshwar does not include associating a first translation code with a client, automatically detecting a change in the client's

required data format, automatically generating a second translation code, and replacing the first translation code with the second translation code to be associated with the client, in the manner recited in claim 1.

Mundra does not cure the above deficiencies of Yogeshwar. Mundra is directed to a "technique to change a codec in realtime during transmission of a voice over packet call placed over a packet switched network, such as the Internet." Mundra at Abstract. In sections that were cited by the Office Action, Mundra merely describes changing a codec during a call transmission upon a request by the user to improve the quality of the call. Id. at [0010]; See also Id. at [0010] and [0020]. Mundra does not teach or suggest a plurality of translations codes, each associated with one of a plurality of clients, or associating a first translation code with a specific client for data translation to a first data format, automatically detecting a change indicating that the specific client requires a second data format, automatically generating a second translation code for translation to the second data format, and replacing the first translation code with the second translation code to be associated with the specific client, in the manner recited in claim 1 and as missing from Yogeshwar.

Each of independent claims 23 and 45 recites elements similar to those discussed above in relation to claim 1. Thus, for at least the above reasons, Applicant contends that claims 1, 23, or 45 are patentable over Yogeshwar and Mundra, and requests withdrawal of the rejection.

#### **Dependent claims**

Each of claims 2-11, 13, 15- 22, 24-33, 35, 37-44, and 46-48 depends from, and thus incorporates elements of, one of claims 1, 23, and 45. The Office Action, on pages

6-11, rejected the above claims under 35 U.S.C. § 103(a). In each rejection, the Office Action relied on Yogeshwar and Mundra regarding the elements of claims 1, 23, or 45, and further relied on Dutta, Tamboli, or Lonnroth for teaching specific elements recited in the rejected dependent claim. Regardless of whether Dutta, Tamboli, or Lonnroth teach or suggest the elements for which the Office Action relies on them, which Applicant does not concede, Dutta, Tamboli, and Lonnroth, do not cure the deficiencies of Yogeshwar and Mundra. That is, Dutta, Tamboli, and Lonnroth, whether considered alone or in any combination with Yogeshwar and Mundra, do not teach or suggest a computer-implemented method, performed by a server, for automatically configuring a plurality of translation codes, each of the plurality of translation codes being associated with one of the plurality of clients, the method comprising:

associating a first translation code with a specific client of the plurality of clients, the first translation code for data translation to a first data format required by the specific client; ....

automatically detecting a change during an exchange of information with the specific client, the change indicating that the specific client requires a second data format different from the first data format;

receiving information related to the second data format from the specific client in a data object definition message ; and

automatically generating a second translation code for data translation to the second data format and replacing the first translation code with the second translation code to be associated with the specific client,

as recited in claim 1 and similarly recited in claims 23 and 45..

Therefore, for at least the above reasons, Applicant contends that claims 2-11, 13, 15- 22, 24-33, 35, 37-44, and 46-48 are also patentable over the cited references and requests withdrawal of the rejections.

#### **IV. Conclusion**

In view of the foregoing, Applicant respectfully requests reconsideration of the application and withdrawal of the rejections.

If there are any remaining issues or misunderstandings, Applicant requests the Examiner telephone the undersigned representative to discuss them.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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